

Vinton

Teamsters #238 (Police)

7/1/2006 6/30/2009

VINTON / TEAMSTERS #238 (POLICE)

06-09

AGREEMENT

CITY OF VINTON

POLICE DEPARTMENT

and

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238

July 1, 2006 through June 30, 2009

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CITY OF VINTON

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AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO by and between the City of Vinton, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

ARTICLE 1 PURPOSE

Section 1.1

The purpose of the City of Vinton and the Union in entering into this Agreement is to set proper standards of wages, hours and working conditions, and other conditions of employment so as to promote the efficiency of law enforcement; the moral and security of employees covered by this Agreement; and harmonious relations, giving recognition to the legal rights and responsibilities of the City, the Union, and the employees.

ARTICLE 2 RECOGNITION

Section 2.1

The City agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in PER Board Case No. 3211 for those employees listed: All regular full-time and part-time police officers. Excluded: Police Chief and Captain(s) and Lieutenant(s). Part-time police officers, meaning those officers working twenty (20) hours or more on a regular schedule shall receive only those benefits specifically set forth in the succeeding articles as being part-time benefits.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline;
- j) the right to suspend or discharge employees for proper cause;
- k) the right to lay off;
- l) the right to determine the number and starting time of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 3.2

The list of management rights set forth above is not exclusive, and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently, and at the lowest possible cost consistent with fair labor standards. The Union therefore, agrees to cooperate in the attainment of the goals and agrees to the following to wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.

Section 4.2

The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity during employee working hours.

Section 4.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working time. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 5
CHECK OFF

Section 5.1

The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues of the Local having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

Section 5.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organization as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction will be made which is prohibited by applicable law.

Section 5.3

The Employer shall make deductions for Credit Union provided the employee has provided proper written authorization.

Section 5.4

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, judgments, and any and all liability whatsoever including all costs, brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized forms furnished to the Employer by the Union.

ARTICLE 6 UNION REPRESENTATIVES

Section 6.1

Authorized representatives of the Union upon advance notice given the Chief of Police may visit the police station and confer with representatives of the Employer. If such Union representative desires to confer with a Union steward or an employee, he must first notify the Chief of Police. The employee will not be granted permission for such conference during employee's work shift for a conference in excess of fifteen (15) minutes.

Section 6.2

Upon reasonable request made by employee during regular business hours, the Employer shall produce for examination by an employee or his representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute of other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 7 STEWARDS

Section 7.1

The Employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time. Reasonable number shall mean one (1) steward per ten (10) employees.

Section 7.2

A steward shall contact other employees regarding grievance at shift change. He may not leave his job assignment or cause another employee to leave his job assignment.

Section 7.3

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a) the investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provision of the collective bargaining Agreement.
- b) The collection of dues if payroll deduction is not used and then only with authorizations by appropriate local union action.
- c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information
 - 1) have been reduced to writing
 - 2) if not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.

ARTICLE 8
SALARIES - WAGES

Section 8.1

Effective July 1, 2006 through June 30, 2009, the wages are as follows:

<u>Effective</u>	<u>7/1/2006</u>	<u>7/1/2007</u>	<u>7/1/2008</u>
Sergeant	\$18.19	\$18.78	\$19.44
Full time police officer	\$17.65	\$18.22	\$18.86
Part time police officer	\$10.75	\$11.10	\$11.49

New certified police officers hired will be paid upon the following:

90% of the base pay for the first three (3) months of employment.

100% of the base pay for time after the completion of the first three (3) months of employment.

New employees hired who are not certified police officers will be paid upon the following:

80% of the base pay for the first three (3) months of employment.

85% of the base pay after completion of three (3) months of employment.

90% of the base pay after completion of six (6) months of employment.

100% of the base pay upon completion of twelve (12) months of employment, or is certified by the Iowa Law Enforcement Academy.

Employees may progress at an accelerated rate prior to the completion of the designated months of service.

Section 8.2 Senior Patrol Officer

The Chief of Police may designate a full time patrolman, with approval of City Council, a Senior Patrol Officer. Such officer shall be paid a differential of fifty cents (\$.50) per hour for the number of regular hours actually worked. This differential is in addition to base pay and is not part of base pay. Such new pay increases will be effective with the first new pay period payable on or after July 1 of each City budget year, following designation. Minimum qualifications for designation will be recommended by the Chief and approved by Council Resolution.

ARTICLE 9
LUNCH AND REST PERIODS

Section 9.1

Lunch Periods: Whenever possible and except as otherwise determined by the Chief of Police, each employee shall receive a lunch period during his regular shift. The employee shall be available for calls during said lunch period.

Section 9.2

Rest Periods: Two fifteen (15) minute rest periods shall be available to each employee during a shift of eight (8) hours or more.

Section 9.3

An employee who is called to work one hour before or works one and one-half (1 1/2) hours beyond his regular work day scheduled and misses a meal thereby, shall be entitled to a meal, of reasonable expense, furnished or paid for by the Employer. Overtime meals shall be eaten on the Employer's time only when employees continue to work after a meal is eaten.

ARTICLE 10
OVERTIME, COURT LEAVE AND STAND BY

Section 10.1

Overtime: All regular and full-time employee shall be paid at the time and one-half (1 1/2) rate for hours actually worked in excess of the schedule as set forth in any work week. Sick leave, funeral leave, vacation time, and holiday time shall be counted as time worked in computing the overtime or comp time. Overtime shall be paid for actual time worked in excess of the schedule as set forth in Article 11, Section 11.1 per the work week. Employees shall be permitted to accumulate thirty-two (32) hours of compensatory time each quarter for overtime work, at the rate of one and one-half (1 1/2) hours of compensatory time for every overtime hour worked. Upon retirement, termination, except for good cause, medical disability or death (to the estate), the employee shall be paid one hundred per cent (100%) of his unused compensatory time. Thirty-two (32) hours of accumulated comp time is the maximum that an employee may carry over from one quarter to the next. Accumulated comp time in excess of the maximum shall be paid on a first in - first out basis.

Section 10.2

Court Leave: Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or as a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee. An employee required to appear for court time during off-duty hours must be in uniform and shall be paid for two (2) hours or all time spent. If an employee appears for court and he is off duty, and court has been cancelled, the City will pay two (2) hours at time and one-half (1 1/2), but if the employee has been notified properly of the court cancellation, the City will not be obligated to pay the employee. In case an employee is subpoenaed in a job related civil case, he shall not lose any pay as a result thereof, but shall be compensated as stated in this section if the employee is off duty.

ARTICLE 11
WORK WEEK - SHIFT PREMIUM
CALL BACK - TRADE TIME

Section 11.1

Work Week: The work week shall run from 12:00 midnight Sunday to 11:59 P.M. the following Sunday. Within the seven (7) day week, each full-time employee shall work forty (40) hours. The Employer shall establish shift periods. Shifts may not be changed without five (5) days notice, except in cases of emergency. The pay period is biweekly and starts Mondays at 12:01 AM.

Section 11.2

Shift Premium: Beginning July 1, 1999, employees who work other than normal hours will be paid \$.60 more per hour for all hours worked beyond the normal workday. For clarification "normal workdays" are determined to be days worked and encompass the hours of 7:00 A.M. to 5:00 P.M., Monday through Friday.

Section 11.3

Call Back Time: When an employee is called back to work after his regular shift ends or before his shift begins, at the request of the Chief or his designee, he shall be paid a two (2) hour minimum or for actual time worked at the overtime rate.

Section 11.4

Trade Time:

Section 1. The Employer may permit two (2) employees working any shift to exchange workdays.

Section 2. The following conditions will govern such exchanges:

- a) Only two (2) employees will be involved in the exchange of workdays.
- b) The two (2) employees mutually request the exchange in writing at least twenty-four (24) hours in advance of the exchange by notifying the officers in charge of the respective shifts, and shall waive any right to payment by the City in the event of failure of one (1) employee to pay back the other.
- c) The Chief and officers in charge of the respective shifts approve the exchange.
- d) The employee receiving the work shift off in the exchange shall pay back the other employee within three (3) months.
- e) The exchange does not impose any additional cost on the Employer.

Section 11.5

Shift Preference: On or before June 1 of each year, the Employer shall post a complete list of all

shifts for bid. That list shall show the hours of work and days off for each shift. Employees may bid shift preference by seniority with the most senior employee having his/her choice of shift assignments. Deadline for shift bidding will be fourteen days following the date of the posting. The Employer will post a list of shift assignments according to the bidding process within 48 hours following the deadline for submission of bids. These shifts will go into effect at the beginning of the first new pay period of July. Shift Preference is a declaration of a first choice for a shift, but is not a guarantee of either receiving that shift, or staying on a particular shift for the duration of the bidding period. Officers working a shift other than the one they declare a preference for shall not be entitled to any additional compensation (Overtime pay) for working a shift that is not their declared preference unless they are otherwise entitled to such pursuant to Section 10.1 of this Agreement.

Special Assignments: It is recognized and understood by the parties that certain Officers must work certain shifts because their job duties or skills, or assignments are best utilized during certain time frames. Examples of this would include, but not limited to: D.A.R.E Officer, K-9 Officer, etc. After these officers have been placed on the schedule, the remaining shifts available will be placed on the schedule and will be subject to shift preference bidding.

Unforeseeable Events: It is recognized and understood by the parties that other situations which may not be foreseen or contemplated by either party may arise that require changing of shift assignments for indeterminate periods of time so the Department can accomplish its mission to the public. Examples may include, but not limited to: special events requiring redistribution of personnel, unforeseen long-term absences of a member of the department (more than 30 days), extended absences from the Department for specialized training, quits, etc.

ARTICLE 12 HOLIDAYS

Section 12.1

The Employer will pay each of its' full time employees based on the average number of hours per day of the scheduled work week in Article 11, Section 11.1 of the Agreement for the following holidays: New Years Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, day before Christmas, Christmas Day, day before New Years Day, and two (2) floating holidays which may be taken in half (1/2) day increments subject to the work loads and scheduling of the Employer.

Section 12.2

Holidays shall be observed on the day they actually fall.

Section 12.3

When a holiday falls during an employee's scheduled vacation, he will be entitled to one more day of vacation.

Section 12.4

When an employee is scheduled to work or called in to work on a holiday, they shall be paid time and one-half (1 1/2) for hours worked on the holiday plus the holiday pay. The employee may elect to take the above time and one-half (1 1/2) in compensatory time as provided in Section 10.1.

Section 12.5

Any of the holidays set forth in Section 12.1 above will be subject to all the following conditions:

- a) the employee has worked thirty (30) calendar days.
- b) the employee has worked all the last scheduled work day preceding and the scheduled work day following such holiday.

ARTICLE 13
UNIFORM AND EQUIPMENT MAINTENANCE-MILEAGE

Section 13.1

Each new officer shall be issued items as specified in Appendix A (attached and part of this Agreement) in lieu of clothing allowance the first year of employment. The City will provide each employee, after he had completed one (1) year with the department, an allowance for clothing and shoes or boots of six hundred fifty dollars (\$650.00) per year. Any equipment determined by the City to be necessary for the performance of the job will be furnished by the Employer, such items shall include equipment listed in Appendix A. The employees shall properly care for all clothing and equipment. Any damage to the clothing or equipment as a result of the employees' neglect shall be repaired or replaced at the employees' expense. Upon termination of employment, equipment furnished by the City shall be returned to the City.

Section 13.2

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the officer. Body armor shall be replaced at least five (5) years. Any non-negligent damage to the vest, which based on the manufactures recommendation showing the vest should be replaced will be replaced at the City's expense.

Section 13.3

When it is necessary for an employee to work away from the area of the Employer, he will be considered to be working for the Employer and will be paid his hourly rate plus expenses. Expenses include mileage, actual meals and lodging. Receipts must be turned in for expenses. The employee shall be reasonable and prudent in regard to expenses.

Section 13.4

Each officer shall be provided fifty (50) rounds of ammunition re-loads for marksmanship qualification on a bi-monthly basis. Qualification and certification shall take place. The City shall also provide fifty (50) rounds on duty ammunition (factory loads) each six (6) months (January 1 and July 1) to replace the ammunition for the officer's duty firearm.

Section 13.5

A twelve (12) gauge shot gun shall be provided in the Police vehicle and twenty-five (25) rounds of ammunition shall be provided to each officer for the purpose of qualifying.

ARTICLE 14
INSURANCE - HEALTH AND LIFE

Section 14.1

The Employer shall provide all full-time employees with a group medical benefit plan, including hospital care, physician service and prescription drugs at levels agreed to by the Employer and the Union in effect January 1, 2000, and pay the full cost thereof.

Section 14.2

For employees who elect to cover their dependents, the Employer will pay 75% of the cost of the health insurance for the dependents and the employee will pay 25%. Employees hired on or after July 1, 2003 who elect single health insurance coverage will contribute Five Dollars (\$5.00) per month for their single coverage. The self-insurance portion of the health insurance plan in existence as of January 1, 2003, administered by P.R.I.M.E., will not be available to employees hired on or after July 1, 2003,

Section 14.3

The Employer shall provide all regular full-time employees with dental insurance at levels agreed to by the Employer and the Union in effect January 1, 1996. For employees who elect to cover their dependents with the dental insurance, the Employer will pay 75% of the cost of the dental insurance and the employee will pay 25%.

Section 14.4

Life Insurance shall be provided in the amount of \$40,000.00. Coverage shall be on or off the job with option to convert to permanent at employee's expense. Any increase in the premium during the period of this Agreement shall be paid for by the employee.

ARTICLE 15 SICK LEAVE

Section 15.1

All full-time employees shall accrue sick leave at the rate of one (1) day per month. Sick leave will accrue up to a maximum of one hundred twenty (120) days.

Section 15.2

In the event of sickness or off the job injury, the employee shall receive straight time pay at the employee's regular wage rate for each work day that he is sick or unable to work because of sickness or injury to the extent of his earned sick leave credit, but not more than his scheduled hours of work for the week of sick leave benefit at straight time pay in any one week. Sick leave may be taken and deducted in hourly increments.

Section 15.3

Sick leave is in no way to be construed as additional vacation.

- a) Part-time and probationary employees of less than thirty (30) days are not eligible to accrue sick leave. (See Section 23.1)

Section 15.4

- a) Prompt notification. An employee who is absent on account of sickness or off the job injury shall notify his supervisor as early as practical on the first day of sick absence and in advance of his regularly scheduled hour for reporting for work.
- b) Applications for sick leave that require prior approval shall be accompanied by a doctor's statement as to the seriousness of the illness and approximate time necessary to be off before returning to work.
- c) The Employer may require substantiating evidence of illness or injury at any time.
- d) Falsification of any excuses or records or obtaining excuses under false pretenses is cause for termination of employment.
- e) Examination of the employee pertaining to a serious illness or injury may be charged to sick leave. Other examinations, checkups, dental appointments, etc., shall be made for other than working hours whenever possible. When unavoidable, appropriate hours of sick leave shall be charged with doctor's slip required.
- f) Sick leave benefits will not be available for any employee for injuries sustained by

such employees while engaged in or employed by any business other than the Employer.

- g) Any employee who is hereafter injured and disabled while on duty and while obeying the safety rules of the Employer, shall continue to be paid 100 percent (100%) of his regular straight time rate for his lost scheduled hours each week, but not to exceed twenty-six (26) weeks while his Workmen's Compensation check shall be deducted from his regular paycheck. If the period of the twenty-six (26) weeks referred to above, then the Iowa State Compensation shall apply for the continuing period of disability.

Absence from work due to job incurred injury, as detailed in the foregoing paragraph, shall not be charged against the employee's sick leave credit. The use of accumulated sick leave shall apply after said twenty-six (26) weeks less any payments made to them under Workmen's Compensation.

- h) Upon retirement, termination, except for good cause, medical disability or death (to the estate) the employee shall be paid 50 percent (50%) of his unused accumulated sick leave.
- i) An employee may use up to 40 hours of sick leave per year for family sickness or injury.

Section 15.5

A member may give up to ten (10) unused accumulated sick leave days per year to another regular City employee who has a non-job related long term illness or injury. Such voluntary contribution shall be requested and authorized in writing and the recipient may elect to use the benefit at his/her regular rate.

ARTICLE 16 VACATIONS

Section 16.1

All full time regular employees covered by this Agreement shall be entitled to vacation each year in accordance with the following:

1 through 5 years employment	10 days
6 years employment	11 days
7 years employment	12 days
8 years employment	13 days
9 years employment	14 days
10 years employment	15 days
11 years employment	16 days
12 years employment	17 days
13 years employment	18 days
14 years employment	19 days
15 years employment	20 days

Section 16.2

Vacation year shall be from anniversary date through anniversary date.

Section 16.3

Employees shall receive their regular rate of pay for their most recent normal work week as described in Article 11 of this Agreement.

Section 16.4

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 16.5

If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement or resignation with two (2) weeks notice. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

Section 16.6

An employee shall not be entitled to vacation pay in lieu of vacation, except as provided for in Section 16.5 of this Agreement.

Section 16.7

The schedule for vacation dates for any calendar year will be from January 1 to December 31.

Employees shall take their vacation within one year after it has been earned. There shall be no carry over of vacation from one year to the next and no back to back vacations unless approved by the City Coordinator.

Section 16.8

Employee's request for vacation shall be submitted in writing to the Chief of Police, however, the department supervisor may waive this notice requirement, if no purpose would be served by it. Priority for vacation time shall be determined on the basis of who makes the vacation request for a particular time first. However, if two or more request are filed on the same day, priority shall be given on the basis of seniority. Vacation may be taken and deducted in one half (1/2) day increments.

ARTICLE 17
BOND AND RETIREMENT

Section 17.1

When an employee elects to purchase a savings bond at a cost of \$25.00 at the end of each quarter, the Employer will also purchase a savings bond at a cost of \$25.00 for the employee in the employee's name.

Section 17.2

Contributions from the employee and the Employer for benefits provided by the Iowa Public Employees Retirement System (IPERS) shall be as determined by law.

ARTICLE 18
MILITARY LEAVE

Section 18.1

All regular employees entering military service of the United States (whether involuntary or voluntary including National Guard or Reserves) shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed. Department seniority is maintained and longevity maintained.

Section 18.2

According to Sec. 29A28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

ARTICLE 19 TRAINING

Section 19.1

An employee who requests and is approved by the Employer to attend a seminar, school, departmental training, or conference for the mutual benefit of the employee and Employer, will not suffer any loss in pay for the employee's normal work week for the time necessary for such attendance. Time spent over eight (8) hours in a day or for time spent traveling to and from the seminar, school, department training or conference will be compensated for in compliance with FLSA regulations when applicable, and will be reimbursed for the cost of transportation, housing and meals as limited by the City while he is away from Vinton. Any expenses for items required by the School will be reimbursed and such items shall become the property of the department. Proof of purchase and necessity of purchase will be required to justify reimbursement for such item(s). Verification of attendance may be required to justify pay for the pay period during attendance at seminars, schools, departmental training or conference. The employee will receive twenty five dollars (\$25.00) per day for meals with proof of purchase.

Section 19.2

All new officers employed by the City shall be provided necessary schooling at the appropriate law enforcement academy within one year of employment to insure that they are certified peace officers.

Section 19.3

All regular police officers shall be required to pass a physical examination prior to employment and every year at the officer's discretion on an annual basis thereafter at City expense. Medical records required by the City shall be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur.

Section 19.4

A committee will be set up by the Council of three (3) police officers, one (1) management and two (2) patrol officers to review upcoming schools and propose a five (5) year plan for the continuing education of all officers. The schools will be reviewed by the City Council every four (4) months. Any money budgeted for schooling will be kept separate from basic certification training.

ARTICLE 20 BULLETIN BOARD

Section 20.1

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

ARTICLE 21 SENIORITY

Section 21.1

A probationary period of one (1) year shall be required for full-time officers. The one (1) year probationary period covers only performance and job related qualifications. All fringe benefits are granted to full-time officers (officers who work an average 40-hour week and a 2,080 hours per year) after 30 days of continuous employment as a full-time employee.

Section 21.2

Employees hired under Special Grants shall be considered as full-time regular employees.

Section 21.3

In the event it becomes necessary to reduce the work force, seniority will be followed for those positions coming under this Agreement. When recalling employees, they shall be recalled according to seniority.

- a) In the event of a layoff, an employee so laid off shall be given ten (10) days notice of lay off or recall by certified letter, mailed to his last known address. The employee must respond to such notice of recall within three (3) days after receipt of notice of recall unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
- b) All employees on lay off status shall retain their seniority for a period of one (1) year.
- c) Prior to lay off an employee will be given ten (10) days notice of an intent to lay off.

ARTICLE 22 SAFETY

Section 22.1

The Employer shall comply with all safety regulations as set out by Department of Labor (OSHA) both State and Federal regarding safety and health. Whenever an officer is required to transport a prisoner from one (1) location to another, he shall be accompanied by one (1) additional officer for each prisoner. It is understood that movement to and from court of a non-dangerous prisoner within the County or immediate area may be exempt if circumstances so warrant. However, all interstate transportation or transportation of any dangerous prisoner shall require two (2) officers for one prisoner. Night patrol cars shall be equipped with a vehicle security cage.

Section 22.2

Any safety problems may be reviewed and considered by the committee established under Section 19.4 of this Agreement.

ARTICLE 23
RIGHTS OF THE EMPLOYEE

Section 23.1

If a member of the Police Department is required to be questioned concerning an administration problem, the questioning will be done at a reasonable hour and whenever possible during the duty tour of the member, unless the importance of the investigation dictates otherwise. The member shall have the right, if he so chooses, to have a steward present as a silent witness during any and all questioning.

Section 23.2

All officers being interrogated as a suspect in a criminal investigation shall have all of the rights guaranteed to all citizens under the Constitution of the United States of America, the Constitution of the State of Iowa, and Iowa Statutes.

No employee shall be compelled to submit to an examination or questioning by polygraph and any refusal to take such examination shall not be cause of disciplinary action or dismissal.

ARTICLE 24
GRIEVANCE PROCEDURE AND ARBITRATION

Section 24.1

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provision of this Agreement shall be adjusted in accordance with the following procedure.

Section 24.2

Grievance Steps:

Step 1. An employee shall discuss a complaint or problem orally with his immediate supervisor or his designated representative within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2.

If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union may present a grievance in writing to the employee's immediate supervisor within the employee's three (3) working days following the oral discussion. Within the employee's three (3) working days after this Step 2 meeting, the supervisor shall answer the grievance in writing.

Step 3.

If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within three (3) working days, present the grievance in writing to the Chief of Police. The Chief of Police shall, within three (3) employee working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and then reply in writing within three (3) employee working days.

Step 4.

If the Chief of Police's answer in Step 3 fails to resolve the grievance, the Union may refer the grievance to the City Coordinator within three (3) business days of the receipt of the Step 3 answer. Following a meeting with the Union, the City Coordinator shall answer the grievance in writing within seven (7) working days.

Step 5.

Any grievance not settled in Step 4 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) City business days after the date of the City Coordinator's answer given in Step 4.

No award may be made retroactive more than thirty (30) days beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. A grievance not timely answered by the Employer may automatically be referred to the next highest step unless withdrawn by the Union.

Section 24.3

When a timely request for arbitration has been made, if the parties are not able within ten (10) days to select a mutually agreeable arbitrator, the Union will request PERB to provide a list of five (5) arbitrators. Upon receipt of the list the parties shall determine by lot the order of elimination and thereafter each party shall alternately strike a name from the list and the remaining person shall serve as arbitrator.

Section 24.4

After each party has eliminated the names of two (2) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 24.5

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties. All grievance procedures under this Article are to be held in private and are not open to the public.

ARTICLE 25
SAVINGS CLAUSE

Section 25.1

If any Article of this Agreement, or any addition thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be enjoined or restrained by such tribunal, the remainder of this Agreement and amendments thereto shall not be affected thereby and the parties thereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 26 LONGEVITY PAY

Section 26.1

Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and where there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules which relate to the level, nature and difficulty of work of positions and not to the service circumstances of employees.

Section 26.2

The Employer will give to any full-time employee a longevity bonus based on the following schedule:

- a) After 5 years of consecutive full-time employment -
2% of base yearly wage.
- b) After 10 years of consecutive full-time employment -
3.5% of base yearly wage.
- c) After 15 years of consecutive full-time employment -
5% of the base yearly wage.
- d) After 20 years of consecutive full-time employment -
6% of the base yearly wage.

The bonus to be paid on each regular pay period of each month.

ARTICLE 27
GENERAL CONDITIONS

Section 27.1

This Agreement shall be construed under the law of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

Section 27.2

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 27.3

This article is not intended to prohibit discussion between the Employer and employees in regard to existing practices.

ARTICLE 28 FUNERAL LEAVE

Section 28.1

In the event of death in the immediate family of an employee, the employee shall be granted a leave of absence. Funeral leave shall consist of five (5) consecutive calendar days commencing on day of the death, one of which must be spent in attendance at the funeral, with pay for those days he would have been otherwise scheduled to work. Immediate family of the employee will consist of the employee's spouse, children or stepchildren, mother or father, stepmother or stepfather, sister or brother. Immediate family will also include any other family member, whether it be by blood or marriage, residing in the same household as the employee at the time of death. If the employee elects to voluntarily return to work before the five (5) days has been used, he may do so.

Section 28.2

In the event of a death of other members of the employee's family, the employee may, with the approval of the Chief of the Police Department, be granted time off, not to exceed three (3) consecutive calendar days, one of which must be spent in attendance at the funeral, with pay for those days he would have been otherwise scheduled to work. For purposes of this paragraph, members of the employee's family shall consist of stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt and uncle.

Section 28.3

A regular employee will be allowed time off with pay to attend the funeral of a fellow worker who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.

ARTICLE 29
EFFECTIVE PERIOD AND TERM

Section 29.1

This Agreement shall be effective July 1, 2006 through June 30, 2009.


Section 29.2

The terms and conditions of this Agreement shall continue from year to year after June 30, 2009, unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2008, or by September 15th of any contract year thereafter.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 26TH day of JANUARY, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS CITY OF VINTON
LOCAL UNION NO. 238, affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

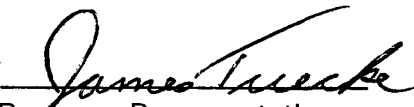
BY


Secretary-Treasurer

BY


Mayor

BY


Business Representative

BY


City Coordinator

APPENDIX A

Items of Clothing and Equipment

Hat and cap	1 each
Vest (body armor/replace every 5 yrs)	1 each
Shirt (long sleeve)	3 each
Shirt (short sleeve)	3 each
Trousers	3 each
Parka - 3/4 length winter	1 each
Ties	2 each
Shoes or boots	1 pair
Belt - trousers (velcro)	1 each
Belt - basket weave outside (velcro)	1 each
Loading magazines	3 each
Holster (high ride)	1 each
Key flap & holder case cuff and cuff	1 each
Name plate	1 each
Firearm (duty weapon)	1 each
Baton with holder	1 each
Rain gear (coat/boots)	1 each
Brass, badge, patches	as required
Gloves	1 pair
Light Spring coat	1 each
Glove Case	
Pat Down Gloves	
Small Tape Recorder	
High Intensity Light (IC) Trip Light	

Any clothing or equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer or as stated in Section 13.1. Upon termination of employment, equipment furnished by the City (except shoes) will be returned to the City.

The Chief will make the final decision on brand, make and style.